

FOOD DISTRIBUTION AGREEMENT  
FOR THE EMERGENCY FOOD ASSISTANCE PROGRAM  
(TEFAP)

Revised July 21, 2011

STATE OF DELAWARE  
Federal Food Commodities Program  
PO Box 299  
Delaware City De 19706

MAILING INSTRUCTIONS:

Return BOTH copies to the state address listed above to the attention of Manager Federal Food Commodities Program. One (1) copy, with appropriate signatures, will be returned to you for your records, which is to be kept.

LEGAL NAME (Emergency Feeding Organization)			OFFICE TELEPHONE – AC/LOCAL NUMBER
STREET ADDRESS OR ROUTE NUMBER (Office)			AUTHORIZED REPRESENTATIVE/TITLE
CITY	STATE	ZIP	Date of tax exempt letter from IRS

DEFINITION OF TERMS:

Emergency Feeding Organization (EFO) means any public or non-profit tax-exempt organization, which hereby enters into an agreement with the State of Delaware Food Program, to provide federal food commodity assistance to needy persons.

A sub-distribution agency is an agency that receives and redistributes USDA commodities from an EFO.

TEFAP Commodities: Foods made available under the Personal Responsibility and Work Opportunity Act of 1996 (PL104-193). Under the 1996 Personal Responsibility legislation, TEFAP and the Soup Kitchen/Food Bank (SKFB) program, previously authorized by separate sections of federal law, are officially combined into one program, which retains the TEFAP name. Further, the United States Department of Agriculture (USDA) has authorized the individual states to identify and provide commodities to those agencies that target the neediest of citizens, providing they qualify as an eligible outlet under the former TEFAP or SKFB program according to the State of Delaware Food Program policy, TEFAP federally donated foods shall be distributed to eligible soup kitchens that provide meals to the homeless, to homeless shelters including shelters for battered women and children and runaway children, to emergency food pantries, and as a second priority, to Needy Feeding Agencies.

## TERMS AND CONDITIONS

### 1. Receipt and Distribution of TEFAP Foods

- a) The EFO agrees to use State of Delaware approved application. This application will serve as basis for EFO daily participation calculation.
- b) The EFO agrees to use State of Delaware approved Eligibility requirements for distribution of USDA commodities.
- c) The EFO agrees to accept TEFAP foods donated by the United States Department of Agriculture (USDA) that are available for distribution by the State of Delaware Federal Food Commodities Program in accordance with Federal laws and regulations pertaining thereto. The EFO agrees to comply with all Federal and State laws and regulations now in effect or hereafter enacted or promulgated as well as any regulations and instructions now or hereafter promulgated by the State of Delaware Federal Food Commodities Program in connection with the receipt, use, storage, handling and distribution of such TEFAP foods, and as otherwise relates to this TEFAP Program.
- d) The EFO agrees to abide by all terms and conditions of Food Distribution Handbook revised 7/11.
- e) In addition to compliance with the aforesaid laws and regulations, the EFO specifically agrees that:
  - (1) For the terms of this agreement EFO agrees to notify State of Delaware of any USDA commodities allocated that cannot be distributed within a six-month period.
    - a) Any commodities that have been allocated and not ordered within nine months of delivery to the Delaware City warehouse will be reclaimed and reallocated.
  - (2) TEFAP foods received under this agreement shall be used solely for the benefit of those recipients served or assisted by the EFO and shall not be otherwise disposed of without prior written approval by the Delaware Federal Food Commodities Program Manager.
  - (3) TEFAP foods shall be distributed only to eligible recipients as set forth in the State of Delaware Eligibility requirements. Care shall be taken to prevent waste, deterioration or misuse of USDA commodities.
  - (4) Any loss of or damage of USDA commodities MUST be reported immediately regardless of the reason for the loss.
  - (5) In no circumstances will the EFO charge Sub Distributing agencies any type of fee for USDA Commodities. This includes but is not limited to fees for membership, per poundage charges, fees for trucking, fuel surcharges, etc.
- f) The EFO's storage facilities must be adequate for the proper handling and storage of USDA Commodities and the EFO shall provide for the supervision for the proper management and control of all activities pertaining to the program. State of Delaware Federal Food Commodities Program must approve storage facilities.
- g) The EFO agrees to investigate promptly all complaints received in connection with the program and to correct any irregularities disclosed. The determination of the State of Delaware Federal Food Commodities Program office as to the proper correction or adjustment of a complaint shall be final and binding upon the EFO.
- h) The EFO shall order all USDA commodities on a monthly basis no less than five business days prior to scheduled delivery.**
- i) The EFO shall inspect all shipments for accuracy and quality. Any shortages or overages will immediately be reported.
- j) The EFO will store USDA commodities only at approved locations.

## 2. Reimbursement

- a) The State of Delaware Federal Food Commodities Program is under no obligation to provide any reimbursement to EFO whatsoever under this agreement, and may at its discretion refuse reimbursement or provide reimbursement below the 40% maximum allowable by the Hunger Prevention Act of 1988 depending upon availability from the Federal Government or any other provision of law.
- b) The EFO is required to maintain reimbursement documentation of the expenses for three years from the close of the fiscal year to which it pertains to justify expenditures of received TEFAP funds.

## 3. Records and Inspections

- a) The EFO shall keep and maintain for a period of three years following the close of fiscal year to which they pertain, complete and accurate books and records pertaining to receipt, distribution, handling and use of USDA commodities and the receipt and expenditure of received TEFAP funds. Such reports shall be furnished by the EFO to the State of Delaware Federal Food Commodities Food Program as required.

As a minimum these books and records shall contain the following:

- (1) A record of all TEFAP foods received and distributed including dates and quantities of receipt and distribution.
- (2) A perpetual inventory record of all TEFAP foods on hand.
- (3) Cost to justify TEFAP fund expenditures. Receipts are specifically required.
- (4) An EFO Office file containing:
  - (a) State of Delaware approved application
  - (b) State of Delaware approved agreement
  - (c) State of Delaware approved eligibility guidelines
  - (d) Last State of Delaware Food Program Review
  - (e) If appropriate, State of Delaware approved sub-applications
  - (f) If appropriate, State of Delaware health inspections
  - (g) Damaged food reports
- (5) Such other records as may be required by the State of Delaware Federal Food Commodities Program. Representatives of the State of Delaware Federal Food Commodities Program and/or USDA shall have the right to inspect such books and records at any reasonable time and place to ensure compliance with the terms of this agreement and copies of such records shall be furnished to the State of Delaware Federal Food Commodities Program upon request.

## 4. Accountability

- a) The EFO agrees to submit to the State of Delaware Federal Food Commodities Program a current listing of all sub-distribution agencies to which USDA Commodities have been redistributed. In addition the EFO agrees to require the following from each sub-distribution agency:
  - (1) Each sub-distribution agency shall keep accurate and complete records showing receipt and distribution of commodities to eligible recipients and the data and method used to determine the number of eligible households served at that site.
  - (2) Each sub-distribution agency shall collect for each household participating in the program the name of the household member receiving TEFAP foods, the address (to the extent practical), the number of persons in the household, the recipients signature and the types and amounts of TEFAP foods received.
  - (3) The sub-distribution agency will be required to submit all paperwork to the EFO.

- (4) The sub-distribution agency is required to use approved State of Delaware application, agreement and eligibility requirements.
- (5) The sub-distribution agency is bound under the same laws, rules and regulations as the EFO and shall make its facility, books and records available to the State of Delaware and USDA upon request.

The State of Delaware Federal Food Commodities Program retains the right to remove any sub-distribution agency found not to be in compliance with established TEFAP regulations. The EFO assures the State of Delaware and USDA that it complies with all requirements imposed by or pursuant to the Civil Rights Act of 1964 and USDA Regulations (7CFR Part 251[TEFAP] and 7 CFR Part 250 [Food Distribution]).

#### 5. Indemnification Agreement

The EFO hereby agrees to indemnify and hold harmless the State of Delaware, its department, officers, agencies and employees from any and all claims, demands, costs, expenses, actions and causes of actions arising out of any act or occurrence pertaining to the performance of this contract, including the storage, use, handling and distribution of any TEFAP foods received hereunder by the EFO, its officers, agencies and employees. This indemnification agreement shall survive the termination of this contract as herein provided as to any acts or occurrences performed or to be performed hereunder.

#### 6. Terms of Agreement

This agreement shall become effective upon approval in writing by the Manager of the Federal Food Commodities Program and shall continue until a change of management of either party. Either party may terminate this agreement by giving thirty (30) days of written notification of termination. However, in the event the EFO breaks this agreement and fails to comply with any terms and conditions or any of the laws and regulations pertaining to the program, the Manager Federal Food Commodities Program or his designee may immediately terminate the agreement by notice in writing to the EFO. Any termination of the Agreement of non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations. Upon termination of this agreement, the EFO agrees to comply with instructions of the State of Delaware Federal Food Commodities Program as to the disposition of USDA Commodities and any remaining funds still in the possession or control of the EFO.

#### 7. Civil Rights

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

8. Failure to Comply

The State of Delaware Federal Food Commodities Program reserves the right to discontinue immediately further shipments of USDA donated foods to an EFO which fails to comply with the general intents and purposes set forth in the Agreement and TEFAP Food Distribution Handbook (revised 7/04), or any instructions issued pursuant herein. Either the State of Delaware Federal Food Commodities Program or the USDA, or both shall have the right to enforce the terms of this Agreement through judiciary or by any other appropriate methods.

The undersigned agrees to comply with all the requirements listed in this Agreement.

I, the authorized representative of the EFO, hereby certify that I have carefully read and understand the contents of this Agreement and the TEFAP Food Distribution Handbook (revised 7/04) for the Federal TEFAP program, will abide by their terms, and that the information submitted herein is true and correct in all respects with supporting documentation.

The EFO, with the State of Delaware Federal Food Commodities Program agrees to distribute TEFAP foods to eligible recipients through pantries, soup kitchens, homeless shelters, and needy feeding agencies for the term of this agreement.

SIGN HERE

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

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PRINTED NAME OF AUTHORIZED REPRESENTATIVE

DATE

STATE USE ONLY:

This EFO is hereby authorized to receive and distribute TEFAP foods to soup kitchens, homeless shelters, pantries, and needy feeding sites as this EFO has the State of Delaware Federal Food Commodities Program status.

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SIGNATURE MANAGER, FEDERAL FOOD COMMODITIES PROGRAM

Date Approved

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Reviewed by

Title

Date Reviewed

**Agreement #** \_\_\_\_\_

**Sub-distribution Agency** \_\_\_\_\_